

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION WASHINGTON, D.C.  
TERMS AND CONDITIONS FOR THE  
PUBLIC RIGHT-OF-WAY OCCUPANCY PERMIT FOR  
[PH NAME]

This Public Right-of-Way Occupancy Permit (“Permit”) is being granted to [PH NAME] (“PH NAME” or “Permit Holder”).

**RECITALS**

WHEREAS, the purpose of this Permit is to allow the Permit Holder to park vehicles in the public right-of-way as part of a publicly accessible dockless vehicle sharing program in the District;

WHEREAS, the Government of the District of Columbia (“the District”) has authority over the public right-of-way;

WHEREAS, the DC Code authorizes the Mayor, or his agent, designee, or representative to impose such conditions on the issuance of said Permit as the Mayor may require under title VI of the Budget Support Act of 1997, effective April 9, 1997 (D.C. Law 11-198; D.C. Official Code § 10-1141.01 et seq.);

WHEREAS, that authority has been delegated to the District Department of Transportation (“DDOT”), pursuant to the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code § 50-921.01 et seq.);

WHEREAS, the District is willing to authorize the use of public right-of-way on a non-exclusive basis for the rental of publicly accessible dockless vehicles, so as not to interfere with pedestrian, vehicular or bicycle traffic and only under the terms and restrictions imposed in this Permit in accordance with the provisions of 24 DCMR 3310, as amended; and

WHEREAS, the District has prepared the Permit terms and conditions as set out below; and

WHEREAS, these terms and conditions are subject to change according to any final rulemaking or legislation promulgated by the District that becomes effective during the term of the Public Right of Way Occupancy Permit issued to the Permit Holder; and

NOW, THEREFORE, based upon the above recitals, Permit Holder hereby agrees to the terms and conditions of this permit as follows:

## **Article I. Definitions**

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of this Agreement. When consistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. Publicly Accessible Dockless Vehicle Sharing Program:** a program to rent bicycles, motorized bicycles, or electric scooters for short-term one- way trips without the installation of any infrastructure within the District other than the deployment of vehicles.
- B. Dockless Sharing Vehicle:** means a dockless bicycle or dockless electric scooter that is available to rent in the public right-of-way through a rental system that does not include the installation of docking stations in the public right-of-way. The term “dockless sharing vehicle” does not include a motor vehicle, motorcycle, low-speed vehicle, or a motor-driven cycle, as defined in 18 DCMR 9901, or an all-terrain vehicle as defined in D.C. Official Code § 50-2201.02(2).
- C. Dockless Electric Scooter:** means a motorized standing scooter with tandem wheels that is available to the public for rental through a rental system that does not include the installation of docking stations in the public right-of-way.
- D. Adaptive Dockless Sharing Vehicle:** means a shared-mobility vehicle that is available to rent in public space, that is not a motorcycle, low-speed vehicle or a motor-driven cycle as defined in 18 DCMR 9901, or an all-terrain vehicle as defined in D.C. Official Code § 50-2201.02(2), that is accessible to people with various physical disabilities. Examples include recumbent bicycles, tricycles, and hand cycles, any of which may be motorized.
- E. Geofence:** A virtual geographic boundary that enables software to trigger a response in the dockless sharing vehicle whenever a mobile device enters or leaves a defined area or border where the use of dockless sharing vehicles is subject to limitations imposed by law or regulation or that the Department deems appropriate to preserve the safe use of public space. The triggered response may cause the vehicle to slow, prevent the rider from ending a trip within the defined area or border, or otherwise limit the user’s ability to use the vehicle within the defined area or border.
- F. Hub:** Hub is a preferred parking location where the Permit Holder must offer user incentives for parking locations. If a Permit Holder offers hubs, at least one hub must be available in each of the 8 Wards of the District. A hub may be geofenced. A hub may include physical parking infrastructure, signage, or

striping. If infrastructure is installed by the Permit Holder, the parking must be company agnostic and the infrastructure must be permitted by DDOT.

**G. Dockless Vehicle Parking Area:** means the following areas where dockless vehicles may be parked, provided that a minimum 5-foot clear zone for pedestrians is maintained at all times:

1. On a public sidewalk;
2. In the public right-of-way between the sidewalk and the curb; and
3. At a bike rack, if the bike rack is located in the public right-of-way but somewhere other than a public sidewalk, or the public right-of-way between the sidewalk and the curb.

**H. Speed Governor:** means a device that ensures the motor of a dockless sharing vehicle is incapable of propelling the vehicle at a rate of speed in excess of the mandated speed limit on level ground.

**I. Lock-to:** means the method by which a dockless sharing vehicle, when available for rental purposes and parked in the public right-of-way, must be affixed and locked to an appropriate piece of infrastructure in the public right-of-way that is separate from the bicycle.

**J. Mobility Data Specification (MDS):** Data format specification which is accessed through a city-accessible Application Programming Interface (API) that provides the data outlined within, and meets the specification of, the Open Mobility Foundation (OMF) MDS as published online at <https://github.com/openmobilityfoundation/mobility-data-specification>.

## **Article II. Responsibilities of Permit Holder**

### **A. Fleet**

1. Permit Holder may operate **bicycles or motorized bicycles**, the total of which may not be less than **500** dockless vehicles. When the Permit Holder begins operations, no more than 2,500 **bicycles or motorized bicycles**, may be operated by the Permit Holder. Notwithstanding the preceding, a Permit Holder with a valid permit from December 31, 2020, may continue to operate the permitted fleet cap which was held on that date. Requests by Permit Holder to operate more than 720 dockless sharing vehicles will be evaluated by DDOT using the criteria outlined 24 DCMR 3314.
2. Adaptive dockless sharing vehicles shall not be counted in the maximum number of vehicles allowed, provided that the Permit Holder shall submit specifications for any adaptive dockless sharing vehicles, and the total number to be deployed, to DDOT for approval.
3. **Permit Holder shall certify that all dockless motorized bicycles deployed**

are equipped with a speed governor that ensures the vehicle will not travel in excess of twenty (20) miles per hour on level ground.

4. Permit Holder shall ensure each dockless vehicle is in working order, safe, well- maintained, and clean.
5. Permit Holder shall affix its logo to each dockless vehicle in the District so that it is clearly visible and shall not allow other logos or advertisements to appear on any dockless vehicle. If the Permit Holder distributes vehicles not intended for the shared fleet, shared fleet vehicles shall be differentiated from the standard vehicle by color, logo or other visible means.
6. Permit Holder shall provide a toll-free telephone number, website address, and a means of effective communication for persons with disabilities (physical, vision, hearing, and speech) on each dockless vehicle identifying the Permit Holder and stating how to report an incorrectly parked dockless vehicle. Permit Holder shall convey this text in an uppercase sans serif font between 5/8 inch (16 mm) and 2 inches (51 mm) in height based on the height of the uppercase letter "I." Permit Holder shall include the information specified in Braille for visually impaired District residents. Permit Holder shall have live customer assistance available via a toll-free number to answer calls whenever vehicles are available.
7. Permit Holder shall display a unique identification number on each vehicle operating in the public right-of-way. The unique identification number shall be available on the downtube of the vehicle and in uppercase sans serif characters at least one (1) inch in height for ease of visibility.
8. Permit Holder shall certify that all bicycles deployed meet the standards outlined in 16 CFR Part 1512 and 18 DCMR 1204. DDOT shall require that all vehicle models be inspected and approved by DDOT prior to deployment. DDOT reserves the right to deny vehicles as part of a shared dockless fleet, included but not limited to vehicles weighing over 60 pounds.
9. Dockless bicycles must be equipped with a lock-to mechanism that locks to a fixed object or infrastructure separate from the bicycle.
10. Permit Holder shall inform users of all applicable District laws and regulations, including, but not limited to, those regarding speed limits, parking, age restrictions, and sidewalk riding. **Sidewalk riding is not permitted in the Central Business District.** Permit Holder shall test effectiveness of user information strategies and educational campaigns and report to DDOT quarterly no later than fifteen (15) business days from the end of the quarter.
11. Permit Holder must ensure dockless bicycles can be located and unlocked using a smartphone application, or by manually entering a customer's account number. Dockless bicycles must also offer a cash payment option within the District, and the ability to be located and

unlocked without a smartphone.

12. Permit Holder must provide DDOT with access to its smartphone application used to rent trips, that allows DDOT employees to unlock any improperly parked dockless sharing vehicles for the purpose of moving such vehicles to the nearest available proper parking location. However, please note, the responsibility of remedying improperly parked dockless electric bicycles remains with the Permit Holder.
13. Permit Holder shall have a stand-alone application where only the Permit Holder's vehicles are available to view location and to rent. If vehicles are available to rent through an additional application, Permit Holder shall ensure that rentals occurring through this app inform the rider of all rules and regulations associated with operating a PMD in the District. Any app which has vehicles available for rent must have the insurance coverage required by the T&Cs.
14. Permit Holder must provide DDOT with at least ten (10) account logins for specific authorized users where rentals will be free of charge, for testing purposes only. These test accounts shall be set-up by the company and will not require a credit card for access.
15. All dockless sharing vehicles must be equipped with on-board GPS technology that does not obtain spatial information by relying on a customer's smartphone.
16. GPS data shall be transmitted from all dockless sharing vehicles at a minimum of every thirty (30) seconds while in use to ensure accurate location data is conveyed.
17. GPS data shall be transmitted from all dockless sharing vehicles at a minimum of every thirty (30) minutes while parked to ensure accurate location data is conveyed.
18. 18. Permit Holders shall not require customers to grant location services from their smartphones and shall not require access to customer's contacts, photos, or other personal files. Permit Holder may request that customers "opt in" to granting location services for improved functionality, provided that failure or refusal to grant location services shall not result in a customer being unable to use the Permit Holder's shared dockless vehicles.
19. Permit Holder shall not require customers to share data with any third party.
20. Permit Holder is encouraged to provide a free helmet to customers upon request.
21. Permit Holders are encouraged to make dockless vehicles available for rental purposes 24 hours per day, seven days per week, 365 days per year unless otherwise requested by DDOT.
22. Permit Holder shall cooperate with DDOT requests to suspend or alter service and remove vehicles from public space during extreme weather events. Extreme weather includes but is not limited to winds above thirty (30) miles per hour, snow or ice storms, and flood warnings.
23. Permit Holder shall cooperate with DDOT requests to suspend or alter

service and remove vehicles from the public space during special events.

24. DDOT may require staffing during special events with a minimum 24 hours' notice. Special events under 10,000 people, depending on the concentration of the area, may require up to three (3) staffers up to two (2) hours before the event, for the duration of the event, and up to two (2) hours after the conclusion of the event. Special events greater than 10,000 people may require up to five staffers up to two (2) hours before the event, for the duration of the event, and up to two (2) hours after the event. Permit Holder's staff are required to ensure compliance with geofence requirements, remove vehicles from within the geofence, rebalance and monitor corral locations.
25. DDOT, in its sole discretion and without prior notice, may remove dockless sharing vehicles from the public right-of-way if an emergency arises. In such instances, DDOT will attempt to notify Permit Holder as soon as reasonably practicable thereafter.
26. Permit Holder shall respond to DDOT's requests to administer geofences, which may include temporary alterations to the permitted service area. DDOT may require geofences within a minimum of twenty-four (24) hours' notice. Geofences shall:
  - a. Highlight and inform user about a specific area;
  - b. Be communicated to the rider with no more than 350 characters of text;
  - c. Speed reduction to 0mph, 3mph, and 6mph.
  - d. Restrictions on parking.
27. Within thirty (30) calendar days of receipt, renewal, or extension of a Permit, Permit Holder shall provide DDOT with an **operational plan**. Operational plans may be subject to the District of Columbia Freedom of Information Act, D.C. Code § 2-531-540 (DCFOIA) and may be redacted if determined to be proprietary pursuant to D.C. Code § 2-534. Operational plans shall include, at a minimum:
  - a. Hours and days of operation, and any limitations thereon;
  - b. Procedures for ensuring that the vehicle fleet is safe for use and well-maintained including the frequency of vehicle contacts and the triggers for maintenance and enhanced COVID response cleaning procedures;
  - c. Procedures for responding to extreme weather events and special events including planned system closures for weather and what weather conditions trigger system closures;
  - d. Procedures regarding the establishment of geofences;
  - e. Procedures for responding to complaints;
  - f. Procedures for ensuring availability of dockless vehicles in each Ward including initial deployment plan and strategy to avoid ward overconcentration;

- g. Procedures and plans for global battery safety practices included but not limited to charging, transporting, storage, and disposal. This should include timelines for disposal and contracts in place for disposal;
  - h. Strategies for preventing battery tampering and procedures for detecting and responding to battery tampering; and
  - i. Procedures for identifying at risk vehicles and Permit Holder's response procedure. This should include information about the battery management systems including where the information is stored and level of information about battery health the operator is receiving
28. Within thirty (30) days of receipt of a Permit, Permit Holder shall file a **labor plan** with DDOT. Labor plans may be subject to DCFOIA and may be redacted if determined to be proprietary pursuant to D.C. Code § 2-534. Labor plans shall include at minimum:
- a. Position descriptions for staff or contractor responsibilities
  - b. Number of intended staff or contractors fulfilling each position
  - c. Training Plan to educate staff or contractors on the applicable Term and Conditions;
  - d. Battery Safety;
  - e. Deployment parameters;
  - f. Other training topics; and
  - g. Status of staff or contractor completed training.

The required plan shall include timelines for implementation of each required item. The plan shall also include quantifiable goals (including interim goals, to be measured at least as frequently as on a monthly basis) within each required item. Monthly reporting on goals shall be delivered as specified in Article II, H.

29. Within thirty (30) days of receipt of a Permit, Permit Holder shall file a **rider education plan** with DDOT. Rider education plans may be subject to DCFOIA and may be redacted if determined to be proprietary pursuant to D.C. Code § 2-534. Rider education plan shall include, at a minimum:
- a. Parking education;
  - b. Civility and code of conduct for safe operations;
  - c. Double riding; Sidewalk riding in the Central Business District;
  - d. Helmet Wearing/Distribution of Helmets;
  - e. Underage Riding; and describe in detail the communication methods for educating users.

The required plan shall include timelines for implementation of each required item. The plan shall also include quantifiable goals (including interim goals, to be measured at least as frequently as on a monthly basis) within each required item. Monthly reporting on goals shall be delivered as specified in Article II, H.

30. Within thirty (30) days of receipt of a Permit, Permit Holder shall file a **community engagement plan** with DDOT. Community engagement plans may be subject to DCFOIA and may be redacted if determined to be proprietary pursuant D.C. Code § 2–534. Community engagement plans shall include, at a minimum:
  - a. Information and plans for marketing campaign (E.3);
  - b. Recruitment plan for LICP; and
  - c. Any other planned community engagement.

The required plan shall include timelines for implementation of each required item. The plan shall also include quantifiable goals (including interim goals, to be measured at least as frequently as on a monthly basis) within each required item. Monthly reporting on goals shall be delivered as specified in Article II, H.

31. Permit Holder shall report to DDOT within 24 hours, any issue which could affect public safety, including but not limited to:
  - a. reports of criminal activity involving Dockless Vehicles;
  - b. reports on any crash with a fatality or hospitalized injury involving Permit Holder's Dockless Vehicles;
  - c. any contact with the D.C. Metropolitan Police Department or other law enforcement agency having jurisdiction within the District;
  - d. any contact with the District Fire and Emergency Medical Services Department;
  - e. any defects in any equipment including but not limited to: charging issues; fires; tampering, electrocution / electrical issues, damaged/leaking batteries; or charging issues.
  - f. DDOT will provide a method for electronic reporting.
32. Permit Holder shall report to DDOT within 24 hours any fatality which occurs on their vehicles in any market Permit Holder is operating.

## **B. Performance-Based Fleet Expansion**

Permit Holder may be granted a fleet increase based on the standards outlined in 24 DCMR subsections 3314.10 through 3314.14.

## **C. Parking**

1. Dockless vehicles must be parked:
  - a. Within the furniture zone of the sidewalk where one exists, and must maintain a pedestrian travel space to a width of at least five (5) feet.
  - b. To maintain unimpeded access to entrances to private property or driveways.
  - c. To maintain unimpeded access to Capital Bikeshare stations.
  - d. To maintain unimpeded access to Metrobus, Circulator, and DC Streetcar stops and shelters.
  - e. To maintain vehicular travel area for any vehicle.



- f. To ensure the vehicle remains upright.
  - g. Outside of any protected tree planting or landscaped area.
  - h. Otherwise in accordance with 18 DCMR 1209.3.
2. Permit Holder will use all its communication platforms to educate users on proper dockless vehicle parking, and will incentivize proper parking.
  3. Permit Holder shall remove improperly parked dockless vehicles without prior notice from the District of Columbia.
  4. When a dockless vehicle is incorrectly parked (i.e., violates any term of paragraph 1 of this section), Permit Holder shall move that dockless vehicle within two (2) hours of notification, including notifications through its communication platforms.
  5. If a dockless vehicle has not moved from at least twenty (20) feet of a location for ninety-six (96) consecutive days, Permit Holder will relocate the vehicle to another block face.
  6. Permit Holder shall not allow parking of dockless vehicles or allow trips to terminate on property that is not in the public right-of-way within the jurisdiction of the District of Columbia, without the consent of the property owner.
  7. Permit Holder shall exchange data with the District's Maintenance Management System (MMS) which is currently CityWorks or any future MMS to receive and update trouble tickets. Tickets may be used to track parking and moving violations of the Permit Holder's vehicle.
  8. The Permit Holder will ensure that bicycles available for rental purposes and parked in the public right-of-way are locked with a U-style lock, chain, cable or other device that physically attaches the bicycle to street infrastructure and cannot be unlocked without renting a trip.

#### **D.Distribution of Dockless Vehicles**

1. Permit Holder shall make dockless vehicles available to all in the District and maintain dockless vehicles in each Ward.
2. Permit Holder's required service area shall include the entirety of the District of Columbia but exclude private and federal land, including but not limited to the U.S. Capitol Grounds and lands owned by the National Park Service. Permit Holder shall immediately serve the entire Required Service Area upon the first day of permitted operations and for the entirety of the permit period. Failure to launch within thirty (30) days of permit start will result in immediate permit revocation. Failure to offer service for a period greater than thirty (30) consecutive days may result in permit revocation.
3. Permit Holder shall not exceed the maximum of 1,000 vehicles located in the Central Business District at all times. Permit Holder shall maintain this balance.
4. Permit Holder shall balance its fleet of dockless sharing vehicles by having deployed at least twenty (20) unique vehicles in each ward between 5:00

a.m. to 7:00 a.m. each day.

5. Permit Holder shall not charge customers a more expensive rate for rental of dockless vehicles, or impose an additional fee, regardless of the trip origin and destination within the District of Columbia, provided the trip's origin and destination are within the permitted service area. This provision shall not be construed to prohibit user incentives for active rebalancing of dockless vehicles. This provision shall also not be construed to prohibit user incentives for parking in preferred "hubs," so long as at least one such hub is available in each Ward of the District.
6. Permit Holder shall maintain staffed operations located within the District of Columbia for the purpose of dockless vehicle operations and rebalancing.
7. Permit Holder will relocate dockless vehicles to eliminate an over-concentration of dockless vehicles within two (2) hours of notification by the District of public access and safety concerns. Permit Holder will monitor their dockless vehicle fleet and prevent a Ward based overconcentration without notification from the District.
8. Permit Holder shall not deploy more than three (3) vehicles which are unsecured to a bike rack per block face.

#### **E. Payment Options**

1. Permit Holder agrees to offer cash and non-smartphone payment options located within the District. Permit Holder shall submit a step-by-step instruction document to DDOT within thirty (30) days of the start of the permit period.
2. Permit Holder will offer a low-income customer plan that waives any applicable vehicle deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal. Permit Holder submit a step-by-step instruction document within ten (10) days of the start of the permit period to DDOT.
3. Permit Holder shall maintain .5% of all ridership on a monthly rolling basis from the low-income customer plan program as defined in Article II, E.2.
4. Permit Holder agrees to conduct a marketing campaign at its own cost in Equity Emphasis Areas to promote the use of dockless sharing vehicles and to inform users of the available low-income customer plan particularly among low-income residents.
5. Permit Holder must comply with Payment Card Industry Data Security Standards.
6. Permit Holder is encouraged to maintain a multilingual website with languages identified in the District of Columbia Language Access Act of 2004.

#### **F. Permit Fees and Performance Bond**

1. Permit Holder agrees to pay permit fees as outlined 24 DCMR 3314.
2. The Director may require compensation from the balance of Permit Holder's bond to recover all costs and penalties. The Director shall provide written notice to the Permit Holder stating the reasons for and the amount required and advising the Permit Holder that any objection must be submitted, in writing, no later than seven (7) calendar days after the date of the written notice. The Director shall provide a notice of reconsideration in writing and shall send such notice to the Permit Holder three (3) calendar days before the Director initiates withdrawal from the security bond, if applicable.
3. If Permit Holder's permit is revoked, any fees paid for the current or past months of operations will not be refunded by the District Department of Transportation.

## **G. Application, Data & Reporting**

1. Permit Holder shall provide a publicly accessible application program interface in GBFS format, clearly posted on the company's website that shows, at minimum, the current location of any dockless vehicles available for rental at all times.
2. A smartphone-based application used to rent dockless vehicles does not qualify as a publicly accessible application program interface.
3. Data must be provided in compliance with the Generalized Bikeshare Feed Specification (GBFS) v2.0. To account for the dockless nature of the vehicles covered by this permit, the following clarifications and modifications are accepted to the GBFS:
4. There are no "stations" in the parlance of GBFS. As such, station\_status.json should return an empty list ([]) and station\_information.json should return an empty list ([]).
5. free\_bike\_status.json is required.
6. The field "vehicle\_type" shall be added to the public API to describe the vehicle type. This may be either "bicycle," "e-bike," "scooter," or another type of permitted vehicle that must be specified.
7. Permit Holder shall have Deep Links available in the publicly available API within sixty (60) days of receiving a permit.
8. The public API need not be available without authentication; however, any member of the public, including commercial entities, must be able to gain access to the data provided by the API by requesting access through a web interface. Moreover, the provider should provide access on average of at least 50 requests an hour.
9. A private API with appropriate authentication for DDOT shall be made available that follows the same format of GBFS version 2.0 and produces the extra endpoint called `all\_bike\_status.json`. This describes both vehicles that are stationary and those that are in use or on an active ride.

This file is identical to `free\_bike\_status.json` but includes the additional fields:

- a. `in_use` (boolean): Whether the vehicle is currently in use or not;
  - b. `is_unavailable` (boolean): Whether the vehicle is no longer available due to maintenance or equipment issues;
  - c. `idle_time` (float): The time in seconds since the vehicle was last in use;
  - d. `battery_pct` (float): The percent of battery charge for the vehicle, expressed between 0 and 1.
  - e. To protect customer privacy, vehicle locations shall not be included for vehicles on an active ride.
10. If the operator operates more than one type of vehicle, they must provide a separate GBFS version 2.0 API as well as the private API per vehicle type. Providers must inform DDOT to which vehicle type each API corresponds.
  11. Permit Holder shall make reasonable efforts to cooperate with DDOT on research activities to evaluate and identify improvements to the dockless program.
  12. Permit Holder must provide a thirty (30) day notice before changing the address of any API used for reporting.
  13. Data must be provided in compliance with the Mobility Data Specification (MDS) provider through a city-accessible Application Programming Interface (API) that provides the data outlined within, and meets the specification of, the Open Mobility Foundation (OMF) MDS as published online at: <https://github.com/openmobilityfoundation/mobility-data-specification>.
  14. When providing a MDS provider feed, the Permit Holder shall update endpoint (/events) as close to real-time as possible, but with no more than a 5 minute delay of a vehicle status change. The MDS provider feed endpoints ( /status\_changes) shall be updated no more than 2 hours after the completion of a trip or change in vehicle status. The MDS provider feed endpoint (/trips) shall be updated within thirty (30) days but with no more than a 5-minute delay of a vehicle status change.
  15. DDOT may request new MDS provider feed endpoints within 60 days of approval of such endpoints by the OMF board. If Permit Holder is not able to meet the requirement within that timeline, Permit Holder shall request a new timeline with DDOT within thirty (30) days of OMF Board approval.
  16. DDOT may choose to use a dashboard provider in addition to ingesting the data feeds internally. Permit Holder shall provide data feeds to both the District and to any dashboard ingestion mechanisms authorized by the District for this purpose.

## **H. Reporting**

1. Permit Holder shall provide a monthly report within 10 days of the end of the month. The report shall be composed of five (5) RFC 4810- compliant, UTF-

8 encoded CSVs, two (2) geojsons, and one (1) narrative report. All datetimes should be UTC ISO 8601- compliant datetimes, i.e., formatted as YYYY-MM-DDTHH:MM:SSZ, and should be accurate to at least the minute, unless otherwise noted. All latitudes and longitudes must be provided to five decimal points and distances to at least two decimal points. The CSV and geojson databases shall provide:

- a. Aggregated user data in “[YYYY-MM]\_[operator]\_users.csv.”  
“Users.csv” shall consist of one line per active user with the following headers (a user is “active” if they make at least one trip in the month in question):
  - i. user\_id (string): A unique identifier for the user. This shall not be directly linked or traceable to personally identifiable information (PII) captured by the company.
  - ii. vehicle\_type (string): Description of the vehicle type user rented. This may be either “bicycle,” “e-bike,” “scooter,” or another type of permitted vehicle that must be specified.
  - iii. num\_trips (integer): The number of trips the user took in the month.
  - iv. mean\_trip\_length (float): The mean length of trips taken by the user in the month in miles.
  - v. median\_trip\_length (float): The median length of trips taken by the user in the month in miles.
  - vi. std\_trip\_length (float): The standard deviation of the length of trips taken by the user in the month in miles.
- b. Aggregated vehicle data in “[YYYY-MM]\_[operator]\_vehicles.csv.”  
“Vehicles.csv” shall consist of one line per active vehicle with the following headers (a vehicle is “active” if it was in service for at least six hours during the month in question):
  - i. vehicle\_id (string): A unique identifier for the vehicle.
  - ii. vehicle\_type (string): Description of vehicle type. This may be either “bicycle,” “e-bike,” “scooter,” or another type of permitted vehicle that must be specified.
  - iii. entered\_service (datetime): The date and time that the vehicle first entered service.
  - iv. num\_days\_in\_service (float): The number of days the vehicle was in service during the month in question.
  - v. mean\_trip\_length (float): The mean length of trips taken on the vehicle in the month in miles.
  - vi. median\_trip\_length (float): The median length of trips taken on the vehicle in the month in miles.
  - vii. std\_trip\_length (float): The standard deviation of the length of trips taken on the vehicle in the month.
  - viii. maintenance (integer): The number of instances when the vehicle was removed from service for maintenance.
  - ix. exit\_service (datetime): The date and time that the vehicle exited service and was decommissioned. If the vehicle has not been decommissioned, this field is “null.”

- c. Permit Holders shall provide a summary report titled “[YYYY-MM]\_[operator]\_summary.csv.” “Summary.csv” shall consist of one row of data for the relevant month with the following headers:
  - i. total\_trips (integer): The total number of trips
  - ii. total\_vehicles (integer): The total number of vehicles in fleet
  - iii. nonoperational\_LS (integer): The total number of vehicles removed from service because of theft or property loss
  - iv. nonoperational\_M (integer): The total number of vehicles removed from service because of maintenance
  - v. M\_lights (integer): The total of instances that lights or the lighting system were repaired on vehicles
  - vi. M\_wheeltire (integer): The total of instances that wheels or tires were repaired on vehicles
  - vii. M\_seat (integer): The total of instances that seats were repaired on vehicles
  - viii. M\_brakes (integer): The total of instances that brakes or the braking system were repaired on vehicles
  - ix. M\_frame (integer): The total of instances that frames (including handle bars and pedals) were repaired on vehicles
  - x. M\_gearsystem (integer): The total of instances that gears and the gear system were repaired on vehicles
  - xi. M\_lock (integer): The total of instances that locks and the locking system were repaired on vehicles
  - xii. M\_otherrepair (integer): The total of instances that other repairs not specified were completed on vehicles
- d. Permit Holders shall provide a Customer Service report titled “[YYYY-MM]\_[operator]\_Customer.csv.” “Customer.csv” shall consist of one line per interaction with the public or customers and be gathered through all communication channels with the following headers row of data for the relevant month with the following headers:
  - i. interaction\_type (string): Description of the reason for interaction. This must be “safety”, “parking”, “maintenance”, or “other”.
  - ii. incident\_time (datetime): the date and time the reported issue occurred. This is the time of the interaction or, if referring to an earlier incident, the time the issue was reported to have occurred.
  - iii. vehicle\_id (string): A unique identifier for the vehicle, if vehicle is known.
  - iv. vehicle\_type (string): Description of vehicle type. This may be either “bicycle,” “e-bike,” “scooter,” or another type of permitted vehicle that must be specified
  - v. incident\_lat (float): The latitude of the incident
  - vi. incident\_lon (float): The longitude of the incident

- vii. Travel\_path (string): The location of the vehicle when the incident occurred sidewalk, bike lane, travel lane
  - viii. Incident\_severity (string): fatality, injury, or property damage, if the incident is a crash
  - ix. MPD\_report (float): number of MPD crash report, if applicable
  - x. Vehicle\_speed (float): speed of the vehicle if the vehicle was electric-powered, if known
  - xi. Narrative (string): The text of the description of the safety incident or customer complaint
  - xii. remedy\_time (datetime): Time to remedy the complaint, if relevant
- e. Permit Holders shall provide a Customer summary report titled “[YYYY- MM]\_[operator]\_customersummary.csv.” “customersummary.csv” shall consist of one row of data for the relevant month with the following headers:
- i. Active\_customer (integer): Number of customers who have taken a ride in the last month
  - ii. Active\_time (float): Total time in minutes that active customers were on a trip in the last month
  - iii. Active\_miles (float): Total miles traveled by all active customers in the last month
  - iv. Active\_trip\_count (float): Total number of trips taken by active customers in the last month
  - v. LICP\_sign-ups (integer): Total number of low income customer plan sign-ups
  - vi. LICP\_active (integer): Number of low income customers that have taken a ride in the last month
  - vii. LICP\_time (float): Total time in minutes that low income customers were on a trip in the last month
  - viii. LICP\_miles (float): Total miles traveled by all low income customers in the last month
  - ix. LICP\_trip\_count (float): Total number of trips taken by low income customers in the last month
  - x. EWCP\_sign-ups (integer): Total number of essential workers customer plan sign-ups
  - xi. EWCP\_active (integer): Number of essential workers customers that have taken a ride in the last month
  - xii. EWCP\_time (float): Total time in minutes that essential workers customers were on a trip in the last month
  - xiii. EWCP\_miles (float): Total miles traveled by all essential workers customers in the last month
  - xiv. EWCP\_trip\_count (float): Total number of trips taken by essential workers customers in the last month
- f. Permit Holder must provide staging report titled “[YYYY-MM]\_[operator]\_staging.geojson.” identifying its staging areas for dockless sharing vehicles from the prior month of operations.

- g. Permit Holder must provide an unmet need report titled “[YYYY-MM]\_[operator]\_unmet\_needs.geojson” identifying the first location that a user opened the application when searching for a vehicle and did not unlock a vehicle by census block. This is a count of unique users per block per month. The DC Open Data file with census blocks is located here: <https://opendata.dc.gov/datasets/census-blocks-2010>.
- h. Permit Holder shall provide a narrative monthly report titled “[YYYY-MM]\_[operator]\_narrative”. This report shall be emailed to [dockless.mobility@dc.gov](mailto:dockless.mobility@dc.gov).
  - i. Any online or in person activities conducted to meet Article II, D.2-4.
  - ii. Employee counts per category as specified in the Labor Plan.
  - iii. Benchmarks that have been met in labor, rider education, or community engagement plan. If benchmarks have not been met, clear explanations on why.
- 2. If a trip spans a month boundary, please include it in the report for the month it started in. That is, if a trip started at 2018-02-28T23:55:01Z and ended at 2018-03-01T00:05:43Z, please include it in the February report and not the March report.
- 3. During the permit period, DDOT may require the Permit Holder to conduct a member survey. Survey questions shall be submitted to DDOT for review prior to initiating the survey. Survey results shall be shared with DDOT.
- 4. Permit Holder agrees that DDOT may use a third-party researcher to evaluate the Dockless Vehicle Sharing program.
- 5. Permit Holder agrees to complete a DDOT questionnaire that describes the basic technological requirements of the Permit Holder’s operating model, including but not limited to the specification of geolocation technology used, where geolocation hardware is located on the vehicle, and whether or not a customer’s smartphone geolocation capability is necessary to locate the Permit Holder’s vehicles.

## **I. Criminal Investigation**

- 1. In the event Permit Holder’s Vehicles are involved in criminal activity and the proper legal request documentation is supplied by authorities (i.e.: subpoena), Permit Holder will provide the authorities with information subject to the Permit Holder’s internal procedures and the District and federal laws as deemed appropriate.
- 2. For emergency cases involving the imminent threat of death or serious physical injury to any person or place, the Permit Holder must have an established Emergency Disclosure Request process to allow the release of data and customer information to a law enforcement agency.

## **J. Insurance**



1. **GENERAL REQUIREMENTS.** The Permit Holder at its sole expense shall procure and maintain, during the entire period of performance under these terms and conditions, the types of insurance specified below. The Permit Holder shall have its insurance broker or insurance company submit a Certificate of Insurance to DDOT's Contact giving evidence of the required coverage prior to commencing performance under these terms and conditions. The Permit Holder shall not use the public right-of-way on a non-exclusive basis for the rental of shared vehicles until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by DDOT's Contact. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher.
2. All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.
3. The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Permit Holder as an additional insureds for claims against The Government of the District of Columbia relating to these terms and conditions, with the understanding that any affirmative obligation imposed upon the insured Permit Holder (including without limitation the liability to pay premiums) shall be the sole obligation of the Permit Holder, and not the additional insured. The additional insured status under the Permit Holder's Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by DDOT's Contact in writing. All of the Permit Holder's liability shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Permit Holder or anyone for whom the Permit Holder may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.
4. If the Permit Holder maintains broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Permit Holder.
5. Commercial General Liability Insurance ("CGL") - The Permit Holder shall provide evidence satisfactory to DDOT's Contact with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by DDOT's Contact in writing), covering liability for all ongoing and completed operations of the Permit Holder, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal

and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

6. The Permit Holder should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).
7. Commercial Umbrella or Excess Liability - The Permit Holder shall provide evidence satisfactory to the DDOT Contact of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Permit Holder's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
8. PRIMARY AND NONCONTRIBUTORY INSURANCE
9. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
10. DURATION. At all times during the terms of the Permit, the Permit Holder shall carry all required insurance.
11. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE PERMIT HOLDER'S LIABILITY UNDER THESE TERMS AND CONDITIONS.
12. PERMIT HOLDER'S PROPERTY. Permit Holders are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
13. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds.
14. NOTIFICATION. The Permit Holder shall ensure that all policies provide that The Government of the District of Columbia shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Permit Holder shall provide The Government of the District of Columbia with

ten (10) days prior written notice in the event of non-payment of premium. The Permit Holder will also provide The Government of the District of Columbia with an updated Certificate of Insurance should its insurance coverages renew during the term of the PROW OP.

15. CERTIFICATES OF INSURANCE. The Permit Holder shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to the use of the public right-of-way for the rental of shared vehicles. Certificates of insurance must reference the corresponding permit number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia  
And mailed to the attention of DDOT's Contact:  
Sharada Strasmore  
55 M Street, SE  
Suite 400  
Washington DC 20003  
202-497-4709 (primary)  
sharada.strasmore@dc.gov

16. DDOT's Contact may request and the Permit Holder shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Permit Holder expires prior to completion of the PROW OP, renewal certificates of insurance and additional insured and other endorsements shall be furnished to DDOT's Contact prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to DDOT's Contact on an annual basis as the coverage is renewed (or replaced).
17. DISCLOSURE OF INFORMATION. The Permit Holder agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of the Permit Holder's, its agents, employees, or servants use of the public right-of-way.
18. CARRIER RATINGS. All Permit Holder's insurance required in connection with these terms and conditions shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

#### **K. Indemnification.**

1. Permit Holder shall defend, indemnify and hold harmless the District, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "the Indemnified Parties"), from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost

of defense and attorney's fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all legal liabilities associated with the use of the public right-of-way by Permit Holder's vehicles, provided that Permit Holder shall not be so obligated in the event that the claim or occurrence at issue arose out of the gross negligence or willful misconduct of the Indemnified Parties or any one of them.

2. Permit Holder also agrees to hold harmless the District and its officers and employees for any loss or damage to persons or property, arising out of or in any way related to Permit Holder's use of the public space, public right-of-way, or public structure.

#### **L. Advertising.**

1. Permit Holder shall not advertise or publish DDOT or the District of Columbia government's participation in or endorsement of the program in Permit Holder's marketing or promotional materials without DDOT's prior written consent.
2. Permit Holder shall not utilize its vehicles for the sale or display of third-party advertising.

#### **M. Anti-competitive behavior**

Permit Holder agrees not to engage in anti-competitive behavior with other dockless sharing vehicle operators, including falsifying data and sabotaging or relocating vehicles.

#### **N. Permit Holder Terms**

#### **O. Revocation of Permit**

1. DDOT may suspend or revoke the Permit Holder's permit, permit for failure to comply with any of these terms and conditions.
2. In the event DDOT suspends the Permit Holder's permit, Permit Holder shall cease operations and remove its vehicles from public space within twenty-four (24) hours or as requested in the suspension.
3. In the event DDOT revokes the Permit Holder's permit, Permit Holder shall remove its vehicles from public space within seventy-two (72) hours. DDOT may impound vehicles that are not removed from public space.
4. Permit Holder may not reassign the permit to another entity without express written permission from DDOT.

### **Article III. Key Officials and Contact Persons**

All notices, requests, modifications, and other communications that are required to be in writing shall be personally delivered or mailed via first class mail or emailed to the addresses below:

A. For DDOT  
KEY OFFICIAL:  
Jeffrey Marootian, Director  
55 M Street, SE  
Washington DC 20003  
202-671-2740 (office)  
202-671-0617 (fax)  
jeff.marootian@dc.gov

B. For Permit Holder  
KEY OFFICIAL

CONTACT PERSON  
Sharada Strasmore, Shared Micromobility Planner  
55 M Street, SE  
Washington DC 20003  
202-671-1493 (office)  
Sharada.strasmore@dc.gov

CONTACT PERSON

Permit Holder may change the persons, addresses, and numbers for receipt of notices, requests, modifications and other communications by written notice to DDOT at the last noticed address.

**Article IV. Effective Date, Term of Permit, and Modification**

- A. The Permit shall be effective on January 1, 2021, and shall remain in effect until the end date as listed on the Permit.
- B. Any modification of this Permit shall be valid only if approved by DDOT in writing.

**Article V. Required and Standard Clauses**

- A. **Monitoring and Records.** Permit Holder will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements. DDOT shall maintain records of all actions taken pursuant to the Permit and these Terms and Conditions, and shall make records available to Permit Holder for inspection, if requested.
- B. **Assignment.** No transfer or assignment of the Permit, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by DDOT.
- C. **Confidential Information.** DDOT and Permit Holder will use, restrict, safeguard and dispose of all information related to the Permit and these Terms and Conditions, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either DDOT or Permit Holder in the performance of responsibilities associated with the Permit and these Terms and Conditions shall remain the property of DDOT.

**Article VI.        Affirmations**

- A. **Authority.** Permit Holder has the power to enter into this Permit and the undersigned has full power, authority and legal right to enter into this Permit and to undertake the implementation of the Permit contemplated herein.
- B. **Tax Certificate.** Permit Holder certifies that it has paid all of its taxes and is in good standing with the Office of Tax and Revenue as of the date of this Agreement and has a Clean Hands Certificate from the Office of Tax and Revenue dated this year.
- C. **Good Standing.** Permit Holder certifies that it is in good standing with the Department of Consumer and Regulatory Affairs and has a Certificate of Good Standing from the Department of Consumer and Regulatory Affairs dated this year.

**Article VII.        Termination**

Notwithstanding the provisions in the Revocation clause (Article II, O) and Article IV of the Permit, DDOT may terminate the Permit and these terms and conditions in whole or in part by giving reasonable advance written notice to Permit Holder.

*[The rest of this page is left intentionally blank. Signatures are listed on the next page.]*

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the date specified below. By signing below, [PH NAME] agrees to be bound by these Terms and Conditions.

[PH NAME]

By: \_\_\_\_\_ Date: \_\_\_\_\_

[NAME]

Authorized Representative – [PH NAME]

By: \_\_\_\_\_ Date: \_\_\_\_\_

[NAME]

Authorized Representative – [PH NAME]